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## Terms and Conditions of Reserve Hire

Read these conditions carefully before completing the application form. These conditions of hire shall form part of your approval, should approval be granted.

### General conditions

- All bookings are subject to the applicant being responsible for compliance with legislative requirements including City policies, local laws and regulations.
- No City managed public spaces or venues can be booked for public events more than 12 months in advance unless otherwise agreed to by contract with the City.
- The City does not take bookings for private gatherings including picnics, parties, or weddings. If large items such as private marquees or jumping castles are being installed, approval from the City's Environmental Health team is required.
- The City reserves the right to decline an event application based on any of the following:
  - The event does not align with the City's strategic objectives
  - The event does not promote Fremantle in a progressive and/or positive light
  - The City reserves the right to refuse hire to any individual, group or organisation.
- Compliance with the City's hiring policy, schedule of fees and charges form part of these conditions.
- All bookings are subject to the City's local laws and regulations.
- The City reserves the right to refuse, cancel and/or withhold the hiring of any park, reserve or associated building should special circumstances warrant such action. Should a confirmed booking be cancelled all monies paid to the City will be refunded in such instances. A minimum period of three weeks' notice shall be provided where this is necessary.
- The right to refuse the hiring of any park, reserve or associated building extends to the City's interpretation of what is deemed appropriate or otherwise in each circumstance. For example, any activity which may cause anti-social behaviour or complaint from properties in the vicinity would not be supported.
- Hire times are to incorporate any time required for pre-event deliveries and/or set up arrangements and must be indicated on the application form.
- A risk management plan is required for all events, which should be compiled in accordance with the principles and practices of the international standard in risk management – ISO 31000:2009.

### Fees and Payments

- The applicable hire fees are payable to the City as per the terms listed on any tax invoice supplied by the City or in any case, not later than 14 days prior to the event commencing bump-in.

All fees and charges for reserve bookings are inclusive of a 10% GST (except bonds which are GST exempt), unless legislation provides otherwise, and will be detailed on a Tax Invoice, where this is requested.

- A bond will be charged, part or all of which may be used for repair or restoration work to City assets necessitated by the applicant's activities or to cover the cost of extra services, which City officers may have to supply.
- Ground restoration bond is an upfront grounds specific bond applicable to all medium and high-impact events. Minimum upfront is determined based on scale and expected impact of event. Additional charges may be incurred post event depended on the condition of grounds.
- All bond refunds are returned via cheque, subject to submission of a bond refund form.
- **Allow 4 weeks following submission of your bond refund form for your bond refund to be processed.**
- Credit card payments incur a 0.5% surcharge

All bookings which fall outside of the current financial year are charged at the rates as approved by the City in that financial year schedule of fees and charges – not at the rates at time of booking.

### **Subsidised use**

- Subsidised use is available to organisers of events that are either organised by or sponsored through the City of Fremantle. Organisations can apply for subsidised hire fees which may result in a reduction of hire fees providing they meet the eligibility criteria.
- To be considered for waiver or reduction of the hire fees, all requests must be lodged in writing at the time of the booking. Only hire fees can be waived. Full terms and conditions for subsidised use are available in the City's subsidised use application form.

### **Cancellation**

- Cancellation of a confirmed booking is required to be submitted in writing to the City's bookings officer.
- Booking fees are not refundable.
- Cancellation within seven days of the event date will result in forfeiture of the total hire fees paid.

### **Care of the Reserve**

- Vehicles are not to be driven on reserves under any circumstances without prior approval from City officers. Access to the reserve should be restricted to essential delivery vehicles or approved Event vehicles only.

- No parking is permitted at any time on the venue and under no circumstances underneath the canopy of any trees.
- Traffic movements on the reserve are to be kept to a minimum and must adhere to agreed paths of travel. Under no circumstances should vehicles be driven underneath the canopy of any trees.
- Any permission granted for vehicle access may be revoked in adverse weather conditions where turf or ground conditions are likely to be compromised.
- Nothing can be tied to or attached to any part of a tree on any City reserve.
- No tree or plant is to be pruned, cut or modified in any way on any City reserve.
- No structures are to be erected underneath the canopy of any trees.
- Any infrastructure installed on the reserve must be weighted and not staked. Staking is not permitted on City of Fremantle reserves. Should any damage be caused to the City's reticulation system or tree roots, repair costs shall be deducted from the bond paid. Reticulation can be marked out at an additional cost.
- No cooking oils, fats, hot water or ice are permitted to be discarded on any turf, beach or garden bed areas on any City reserve. Any such oils, fats, water or ice must be discarded off site.
- No fires are permitted on any City reserve.
- No balloons, confetti, bean bags or any other items comprised of polystyrene or Styrofoam are permitted to be used for any purpose or handed out at the Event.
- The applicant is liable for all damages to the reserve.

### **Damage**

- Any person found to be damaging any equipment or part of any reserve will be requested to vacate the reserve.
- All breakages, for example glass, must be cleaned up immediately. If necessary, the event should cease until broken glass is removed (this is for the safety of the public).
- Any damage caused due to the applicant's use of any reserve shall be deducted from the bond paid at the City's absolute discretion.
- Any faults or damage to the reserve or equipment should be reported and an incident report sent to the City's events team via [events@fremantle.wa.gov.au](mailto:events@fremantle.wa.gov.au) within 48 hours of the incident.

### **Preparation for the event**

- All litter is the responsibility of the applicant; removal of litter undertaken by City officers shall be deducted from the bond paid. Permanent bins on the reserve are for pedestrian rubbish

only. If the bins are used for commercial rubbish, the applicant is liable to a penalty. Extra waste and recycling bins can be hired from the City at additional cost.

- Any event wishing to use amplified music on a reserve must contact the City's environmental health services team for approval at least three months before the event.
- City reserves are all public open space and no applicant shall erect a fence around an event or charge an admission fee unless authorised by City officers or Council as required.
- If you plan to sell food you must apply to the City's environmental health services team on 9432 9856 or [health@fremantle.wa.gov.au](mailto:health@fremantle.wa.gov.au) for a temporary food permit no less than fourteen working days before the event.
- Depending on the number of patrons attending your event, you may be required to provide additional toilet facilities. City officers will advise of requirements in advance of your event.

### **At the event**

- The use of confetti, balloons and polystyrene or Styrofoam products are prohibited on all City of Fremantle reserves. Refer to the City of Fremantle Sustainable Event Guidelines.
- Single-use plastic straws must not be provided, distributed or sold. Paper straws or Australian-certified compostable straws may be used as an alternative.
- City staff have the authority to act on the City's behalf during a function and are to be permitted access at any time.
- If a City officer is required to attend to any matter outside of normal working hours the applicant will be charged the cost of the call out (minimum four hours). Authorisation to hold an event on the reserve does not give the applicant exclusive use of, or the right to restrict public access to any reserve unless specifically authorised by the City.
- The operation of lasers will require the laser/s to comply with the provisions of Australian Standard AS 2211, 'Laser safety', and must be operated by a licensed Laser Safety Officer (LSO). The City will require copies of all applicable licenses and laser registrations.
- The operation of drones or RPAs (remotely piloted aircraft) for filming purposes must be done with appropriate licenses issued by CASA. The City will require copies of any licenses issued before any filming by drone can take place.
- The Department of Health Tobacco Control Legislation 2019 restricts the sale of tobacco products at sporting, cultural or other events, such as music festivals or market stalls.

### **Security**

The City does not provide a duty caretaker or security officer. If a security presence is required, it is the responsibility of the applicant to make appropriate arrangements and cover all associated costs. Security is a condition of hire for all medium, large and major events, and for any other events as required by City officers and WAPOL.

### **Protection of people and property**

- To comply with the requirements of the hire conditions, the applicant is to:
  - take all measures necessary to protect people and property;
  - prevent nuisance and unreasonable noise and disturbance.
- The applicant is to take out and maintain insurance cover for the duration of hire for:
  - public liability to the value of at least \$10,000,000.00 and up to \$20,000,000 dependent on the scale of the event. If an applicant does not have public liability insurance cover it may be available through WA's Community Groups Insurance Facility. Forms can be found on the Local Community Insurance Services (LCIS) website [www.localcommunityinsurance.com.au](http://www.localcommunityinsurance.com.au)
  - workers' compensation to the full extent of liability under the Workers' Compensation Act (if applicable).
- A copy of your insurance certificates of currency (for the specific event and indemnifying the City as listed below) must be provided to the City.
- The applicant shall indemnify the City against:
  - loss of or damage to property of the City, including existing property
  - claims by any person against the City in respect of personal injury or death or loss of or damage to any property arising out of or as a consequence of the actions of the applicant.

### **Copyright and public performance of music**

- The applicant is responsible for any infringement of copyright in connection with the performance of any musical, literary or dramatic works on any City reserve.
- If performances will take place on the reserve, you may be required to obtain an Australasian Performing Rights Association (APRA) and Phonographic Performance Company of Australia (PPCA) live performance licenses. Contact APRA (08) 9382 8299 and PPCA on (02) 9267 7877.

## Reserve hire schedule of fees and charges 2019/2020

<b>Reserve Hire</b>			
Non-refundable booking fee		\$104.00	
<b>Low Impact Hire of Reserves, Sporting Reserves or Beaches</b>			
<b>Non-commercial</b>		<b>Commercial</b>	
Half day	\$99.00	Half day	\$268.00
Full day	\$191.00	Full day	\$536.00
Ground restoration		Charges may be incurred post event dependent on condition of grounds and need for turf replacement	
Bonds		\$500.00 to \$10,000.00 dependent on scale of event, use and environmental sensitivity	
<b>Medium Impact Hire of Reserves, Sporting Reserves or Beaches</b>			
<b>Non-commercial</b>		<b>Commercial</b>	
Half day	\$198.00	Half day	\$536.00
Full day	\$382.00	Full day	\$1075.00
<i>Half day minimum 4 hours, full day maximum 10 hours. Number of sectors determined by City Officers</i>			
Ground restoration		Ground restoration bond is an upfront grounds specific bond applicable to all medium and high-impact events. Minimum upfront charge of \$500 to \$20,000 applies depending on scale and expected impact of event. Additional charges may be incurred post event depended on the condition of grounds.	
Bonds		\$500 to \$20,000 dependent on scale of event, use and environmental sensitivity	
<b>High Impact Hire of Reserves, Sporting Reserves or Beaches</b>			
<i>South Beach, Fremantle Park and other large event areas charged out at a minimum of 2 sectors, maximum of 5 sectors, depending on site plan and capacity. Number of sectors determined by City Officers</i>			
Half day		\$990.00	
Full day		\$1840.00	

Ground Restoration Bond	Ground restoration bond is an upfront grounds specific bond applicable to all medium and high-impact events. Minimum upfront charge of \$5,000 to \$50,000 applies depending on scale and expected impact of event. Additional charges may be incurred post event depended on the condition of grounds.
Bond	\$10,000 to \$50,000 dependent on scale of event, use and environmental sensitivity
<b>Other</b>	
Officer call-out fee	\$83.50 per hour, minimum 3 hours
Noise Application & Monitoring Fees (no later than 60 days before event)	\$1,000.00 (late fees apply)